WTCI-76-P

WC98-2183 - KEEFE BRUYETTE AND WOODS - OFFICE EXPANSION

JOB NUMBER		COST	DOCS	RECEIVED	PAI DATE
WC98-2183-001	$	85,000	6	07/21/98	08/03/98

KEEFE BRUYETTE & WOODS — DUE: 08/03/98
2 WTC - 85th Fl. — MEMO: NONE
Tenant Buildout - Office Expansion — STATUS: NONE
DWG LOC.: SHELF S9 LFT
ACCT CODE: W2-405-083-200.444 — SPEC LOC: NONE

DISC.	REVIEWER	STARTED	DAYS	COMMENT	COMPLETE
*	Jim Carlin	07/21/98	0.5	0/ 0	07/21/98

1 set — SELF CERTIFIED -- NOT AUDITED

DOCUMENT LIST	DATED	REVISED
Bkslp (Pisapia/Koebel)	07/20/98	/ /
Rev Req	07/10/98	/ /
TAA	06/25/98	/ /
Memo (Cetra/Majmudar)	07/13/98	/ /
Riders	/ /	/ /
Dwgs	/ /	/ /

FILE RTF

TAA # WC98-2183

Buckslip THE PORT AUTHORITY OF NY & NJ

To: Teresa Koebel Location: 88S

From: Ron Pisapia / WTC 51N / (212) 435-8562 Date: 7/20/98

RE: TAA #WC98-2183
TENANT: KEEFE BRUYETTE & WOODS

SUBJECT: PROFESSIONALLY CERTIFIED PROJECT

CC: P. Majmudar, J. Napolitano

This will serve as notice that Engineering Quality Assurance will not audit the above-referenced project.

Thanks.

Ron Pisapia

Ron Pisapia
Engineer of Projects
Quality Assurance Division

/lm
Attachment

100% RECYCLED PAPER Soy Ink

PA 35 1-90

OFFICE COPY

THE PORT AUTHORITY OF N.Y. & N.J.
ENGINEERING DEPT QUALITY ASSURANCE DIV.
DESIGN STANDARDS

JUL 21 1998
WC98-2183 (1)

RECEIVED
ALTERATIONS APPLICATION
TENANT CONSTRUCTION REVIEW UNIT

"SELF CERTIFICATION"

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
TENANT ALTERATION APPLICATION REVIEW REQUEST

DISTRIBUTION		
No	To	Facility
4	QAD	51 N
1	D. Warren	PATC ZIP43
1	S.P. Chiao	88-S
1	G. Daly	88-S
2	S. Batra	2WTC 37FL

Facility 2 FLR 85 TAA No. 982183 Date 7/10/98

Application / Tenant KEEFE BRUYETTE & WOODS

Consultant CETRA / RUDDY INCORPORATED

Estimated Cost $85,000.00 Submittal No. ONE.

Description of Work TENANT BUILD OUT - OFFICE EXPANSION.

Please review the attached (revised) application and send comments to:

Name PIYUSH MAJMUDAR

Location: 1 WTC - 88 - South Phone: 435-2266

ASAP
7/24/98
DUE DATE

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DESIGN DISCIPLINES

- ■ Architectural
- □ Egress Analysis
- □ Structural
- ■ HVAC
- □ Plumbing
- ■ Sprinkler
- ■ Electrical
- □ Utility > 600 V
- □ Civil
- □ Geotechnical
- □ Environmental
- □ Fueling
- □ Radio Freq. Coord.
- □ Corrosion Protection
- □ Elevator / Escalator
- □ Other TELECOMMUNICATIONS.

ATTACHMENTS

- ■ Document List
- ■ Contract Drawings
- □ Contract Specifications
- □ Tenant Response
- □ Computations
- □ Reports
- □ Catalog Cuts
- □ Other

DESCRIPTION

THE PORT AUTHORITY OF N.Y. & N.J.
ENGINEERING DEPT. QUALITY ASSURANCE DIV.
DESIGN STANDARDS

JUL 21 1998
WC98-2183 (1)

RECEIVED
ALTERATIONS APPLICATION
TENANT CONSTRUCTION REVIEW UNIT

Special Instructions

PLEASE ADVISE WITHIN 48 HOURS (2 DAYS) IF THE ABOVE MENTIONED TAA WILL BE AUDITED.
Contact me @ 2266.

Copy To: T. Koebel, J. Richardson, J. Napolitano, L. ARISTONDO.
PIYUSH MAJMUDAR (Proj. Mgr.)

P. Kyajmudar
Signature

form:gertler/TAA/review revised 3/3/98

PA 631 6-73 File Fee # Contract #

THE PORT AUTHORITY OF NY & NJ
One World Trade Center, New York, N.Y. 10048

For Port Authority use only
FACILITY WTC | APP.NO.
DATE / / | APPLICANT'S NAME

TENANT CONSTRUCTION OR ALTERATION APPLICATION

APPLICANT MUST READ THE TERMS AND CONDITIONS PRINTED ON THE REVERSE HEREOF

The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this application duly signed in Part Two hereof on behalf of The Port Authority of New York and New Jersey. Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, in Part Two hereof and the terms and conditions set forth on the reverse hereof.

PART ONE: Information to be furnished by Applicant (Refer to your lease or permit for required information)

Permission is hereby requested to perform the following described work on the space occupied by the Applicant

AT (FACILITY)	PURSUANT TO (LEASE, SPACE PERMIT) NUMBER	LOCATION (BUILDING NUMBER OR AREA) OF SPACE TO BE ALTERED
2 WTC	WT 2512-B-85	South portion of 85th Floor

DESCRIPTION OF WORK AND REASON
Remodeling of existing office area

ESTIMATED COST OF WORK	ESTIMATED TIME TO COMPLETE (DAYS)	STARTING DATE	COMPLETION DATE
$ 85,000.00	35	7 / 16 / 98	8 / 20 / 98

Plans: Prints of each drawing must be submitted with copies of application. Include floor plan and show area affected by proposed work (size 8 1/2" x 11" or larger).

TITLE OF DRAWING	DRAWING NUMBER	DATED
Keefe Bruyette & Woods 2 W.T.C. 85th Floor	See Attached List	6-15-98

NAME & ADDRESS OF CONTRACTOR (IF NOT KNOWN, SUBMIT LATER)	NAME AND ADDRESS OF ENGINEER OR ARCHITECT	TELEPHONE NUMBER
Linmar Construction 50 West 17th Street New York, NY 10011	John Cetra, RA Cetra/Ruddy Inc. 584 Broadway, NY, NY 10012	941-9801 LICENSE NUMBER 018861-1

SEND CORRESPONDENCE TO:
(NAME AND ADDRESS OF EMPLOYEE IN CHARGE OF WORK)
Adam Nowicki
At Address Above

TELEPHONE NUMBER 212-633-1414

APPLICANT'S NAME (AS IT APPEARS ON LEASE OR PERMIT)
Keefe, Bruyette & Woods

ENGINEER OR ARCHITECT CERTIFICATION

I have supervised the preparation of plans and specifications for the entire work represented herein and hereby certify that they conform to the requirements of the respective applicable ordinances, resolutions and regulations of the City, town or municipality in regard to construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation.

BY (SIGNATURE OF AUTHORIZED REP.)	TITLE	DATE	SIGNATURE OF LICENSED PROFESSIONAL ENGINEER OR ARCHITECT	DATE
	EVP/CFO	6 / 25 / 98		6 / 25 / 98

The Contractor by signing below agrees to all the terms and conditions on this application and printed on the reverse side thereof, including #5 indemnifying the Port Authority, and further agrees to be bound by all riders and schedules attached to this application

☐ The Applicant must check here if the Professional Certification Program is elected for design, construction or alteration at the World Trade Center.

Signature: Adam Nowicki 07.02.98
(Contractor) Date

Signature: 6.25.98
(Applicant Officer/Partner) Date

Address: 50 WEST 17th Str
NYNY 10011

Please advise the undersigned, in writing, when this work has been completed.

THE PORT AUTHORITY OF N.Y. & N.J.
ENGINEERING DEPT. QUALITY ASSURANCE DIV.
DESIGN STANDARDS
JUL 21 1998
WC 98-2183①
RECEIVED
ALTERATIONS
TENANT

PART TWO: Prepared by Port Authority and returned to Applicant

The above Application is ☐ Approved ☐ Disapproved. Subject to the following conditions:

☐ Continued on Rider "A," "B," "C," "F," and "G" (Rider G will be included only for the Professional Certification Program)

THE PORT AUTHORITY OF NY & NJ

BY

TITLE Manager of Tenant and Technical Services/WTD DATE / /

INSPECTED BY	DATE
	/ /

OFFICE COPY

TERMS AND CONDITIONS

1. In the performance of the work covered hereunder the Applicant shall, unless otherwise directed in writing by the Port Authority, conform to the requirements of the respective enactments, ordinances, resolutions and regulations of the city, town or municipality in which the Facility is located in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation. The Applicant's obligations to comply with the above governmental requirements is for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

2. The Applicant shall comply also with such federal, state and municipal laws, statutes, orders and regulations, if any, as may be legally applicable to the work or the performance thereof or its employees therein. The Applicant shall consult with the Facility Manager with respect to the applicability of any and all laws, statutes, enactments, ordinances, resolutions and regulations and as to the procedure to be followed before taking any other action with respect thereto, and shall follow the instructions and procedure prescribed by said Facility Manager with respect thereto.

3. The Applicant shall also observe and obey (and compel its officers, employees, agents and contractors to observe and obey) the rules and regulations of the Port Authority now in effect which are applicable to the performance of the work, and such further applicable rules and regulations which may from time to time during the said performance be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility, or for the safe and efficient operation of the Facility.

4. The Applicant shall procure and maintain bodily injury and property damage liability insurance in its own name in at least the limits specified in the preamble to this Application and Workmen's Compensation insurance; or if the work is to be done by an independent contractor, the Applicant shall require such contractor to procure and maintain such insurance in the contractor's name. A certificate evidencing such insurance shall be furnished to the Port Authority Facility Manager prior to the commencement of the work.

5. The Applicant shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees, against and from (a) the risk of injuries (including wrongful death) or damage direct or consequential, to it or them or to its or their property, arising out of or in connection with the performance of the work, and (b) the risk of claims and demands by third persons, arising or alleged to arise out of the performance of the work, whether such risks arise out of acts or omissions of the Applicant, its contractors, the Port Authority, or otherwise. (see Rider "F" for revisions to this paragraph).

6. The Applicant shall pay all claims lawfully made against it by contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work; and shall cause all contractors and subcontractors to pay all such claims lawfully made against them.

7. Only first-class materials and workmanship shall be used in the performance of the work, which shall be done in accordance with the drawings described in Part I of this Application and to the satisfaction and subject to the inspection of the Facility Manager; the Applicant shall re-do or replace at its own expense any work not approved by him.

8. The Applicant shall notify the Facility Manager not less than two days prior to the commencement of the work, and shall complete the same within the number of days specified in Part I of this Application; and upon completion shall notify the Facility Manager.

9. In the performance of the work, (a) the Applicant shall not do or permit to be done any act affecting the operation of any existing plumbing, heating, fire-protection, fire-alarm, sewerage, drainage, water supply, electrical, sprinkler, ventilating, refrigerating, fuel or communication system at the Facility or other such service system thereat, including all pipes, tubes, lines, mains, wires, conduits, equipment and fixtures, except with the express written approval of the Facility Manager or the Port Authority resident engineer; (b) the Applicant shall obtain a Port Authority permit from the Facility Manager prior to any cutting or welding and shall comply with the conditions which form a part of said permit, a sample of which may be examined in the office of the Facility Manager.

10. (a) Prior to the commencement of the work and throughout the performance thereof, the Applicant shall erect and maintain at its own expense in or about the space such barriers, shields and other suitable protective devices for the protection of the public and others and their property as in the opinion of the Facility Manager may be necessary or desirable for the purpose. The work shall be performed in such manner as will cause the minimum inconvenience to members of the public and others at the Facility. During the performance of the work, the Applicant shall not permit the accumulation in or about the space of any debris, rubbish or litter of any sort resulting from such performance, and shall make such arrangements for the frequent removal thereof from the Facility, by means of facilities to be furnished by the Applicant, as may in the opinion of the Facility Manager be necessary to prevent such accumulation.

(b) In the performance of the work covered by this permit, the Applicant shall not employ any contractor nor shall the Applicant or any of its contractors employ any persons or use or have any equipment or materials or allow any condition to exist if any such shall, or in the opinion of the Port Authority, may cause or be conducive to any labor troubles at the Facility which interfere, or in the opinion of the Port Authority, are likely to interfere with the operation of the Facility by the Port Authority or with the operations of others at the Facility or with the progress of other construction work thereat. The determinations of the Port Authority shall be conclusive on the Applicant and, upon notice from the Port Authority, the Applicant shall immediately remove such contractor or withdraw or cause its contractors to withdraw from the Facility the persons, equipment or materials specified in the notice and replace them with unobjectionable contractors, persons, equipment and materials and the Applicant shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Applicant or any of its contractors to immediately comply with the requirements of this paragraph (whether or not such failure is due to the Applicant's fault) the Port Authority shall have the right to suspend this permit and the permission thereby granted, without prior notice; when the labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority, by notice to the Permittee, shall reinstate this permit on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(c) Not withstanding the approval of this permit by the Port Authority, the Applicant shall not perform or permit to be performed any work hereunder, the performance of which or the subsequent use or occupancy of which will (1) invalidate or conflict with any insurance covering the Facility or any part thereof, or in any property located therein or thereon, or (2) increase the rate of any fire insurance, extended coverage, rental insurance or other insurance on the Facility, or any part thereof or upon any property located therein or thereon. The Applicant shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders, directions and standards of the National Board of Fire Underwriters as interpreted by the New York Fire Insurance Rating Organization as to work performed in New York State, or as interpreted by the Fire Insurance Rating Organization of New Jersey as to work performed in New Jersey, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the performance of the work or to the completed work (including use or operation thereof) and the Applicant shall make any and all structural and non-structural improvements, alterations or repairs of the work that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If because of the work done or by reason of any failure on the part of the Applicant to comply with the provisions of this paragraph any such insurance shall at any time be limited, cancelled or invalidated, then the Applicant shall immediately remove the work; or if the rate of premium for any such insurance shall be higher than it otherwise would be, then the Applicant shall pay to the Port Authority on demand that part of all premiums which shall have been charged because of such work or by reason of such failure by the Applicant. The Applicant shall furnish to the Port Authority evidence of approval of the work by the insurance authority having jurisdiction.

11. Title to any installation, improvement, alteration, modification, addition, repair or replacement resulting from work done pursuant hereto shall immediately upon completion vest in the Port Authority (or in the Port Authority's lessor, if any and if the agreement between such lessor and the Port Authority so provides) without execution of any further instrument. The Applicant shall not remove or change the same unless the Port Authority, on or prior to the expiration or termination of the lease or permit described in Part I of this Application or within sixty (60) days after such expiration or termination, shall give notice to the Applicant requiring removal or restoration, in which case the Applicant (on or prior to the expiration or termination date or, if the notice is given after such date, then immediately after receipt of the notice) shall complete the removal of all of the same (or as much thereof as may be required by the notice) and the restoration (to the extent required by the notice) of the space affected by the work to the same condition as it was in prior to the commencement of the said work. If the Applicant shall fail to comply with such notice, the Port Authority may effect the removal and restoration and the Applicant shall pay the cost thereof to the Port Authority upon demand.

12. A certificate of completion shall be issued to the Applicant by the Facility Manager upon request of the Applicant on completion of the work hereunder in accordance with the Terms and Conditions hereof and inspection thereof by the Facility Manager. Issuance of such certificate shall not preclude the Port Authority from showing that Applicant has failed to comply with his obligations hereunder nor shall it release Applicant from such obligations.

WORLD TRADE C[illegible]TER
TENANT CONSTRUCTION OR ALTERATION APPLICATION

Tenant: Keefe, Bruyette & Woods | Lease No.: WT-2512-B-85

Contract No.: WTC- | Tenant Alteration Application No.:

Filing Fee No.:

P.A. OF N.Y. & N.J.
INSURANCE DIV.
STANDARDS
JUL 21 1998
WC98-2183 D
RECEIVED
ALTERATIONS APPLICATION
TENANT CONSTRUCTION REVIEW UNIT

Rider "A"

Additional Terms and Conditions

A. The agreement between the Applicant and any materialman, contractor, subcontractor shall contain the following provisions

1. That the Contractor shall arrange with the Port Authority's WTC Construction Division for scheduled use of material elevators 48 hours in advance of required use.

   It is presently anticipated, but not guaranteed that the elevator cars used for hoisting will be made available to the Contractor during normal working hours, 8:00 am to 3:30 pm, Monday through Friday, and outside normal working hours, at such times as they are available. The assignment of such cars during the Contractor's normal and overtime hours will be on a first come, first serve basis in accordance with a schedule which will be determined by the WTC Construction Division on a week-to-week basis, approximately 48 hours in advance of usage. Contractual commitments with others have been made and will be made during the period when deliveries are to be made hereunder. No representation is made that these cars will be made available to the Contractor on specific dates, or at any given time either during, or outside normal working hours.

   After making such arrangements and being assigned elevator hours for deliveries, the Contractor shall pay for all the assigned time plus usage in excess of such assigned time at the following rates:

   a) For the first hour, part thereof, a minimum of $75.00 per hour, per car during normal working hours, and $150.00 per hour, per car during other than normal working hours.

   b) For each subsequent half hour, or portion thereof, a minimum of $75.00 per hour per car during normal working hours; $150.00 per hour per car during other than normal hours

2. That upon notice from the Port Authority, the Contractor shall halt any and all construction which in the opinion of the Port Authority is not or would not be in conformity with the approved Contract Documents and that construction will not proceed until the Contractor's proposal to correct the work and procedures have been approved by the Port Authority.

3. That the Contractor shall daily clean up all refuse, rubbish, scrap materials and debris caused by his operation; that at all times, the construction site shall present a neat, orderly and workmanlike appearance. The Contractor shall remove and deposit the above refuse, rubbish, scrap materials and debris into containers (capacity one-half (1/2) cubic yards) centrally located, which will be supplied and emptied by the Authority, dependent upon the amount of debris removed at a minimum charge of $51.00 per half cubic yard to the Contractor.

   If the Contractor fails to place the refuse, rubbish, scrap materials and debris on a daily basis into such containers, then the Authority shall authorize others to perform these removals and the cost thereof shall be back-charged to the Contractor. These back-charges will be determined by the Authority. The removal as described above, shall be accomplished without storing excess quantities of any refuse, rubbish, scrap materials and debris of any sort resulting from the removal operations. However, it shall be the Contractor's responsibility to advise the Authority when he requires containers.

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Rider "A"

Additional Terms and Conditions

4. That the Contractor shall compensate the Port Authority, at the rate of twenty-five Dollars ($25.00) per hour, or portion thereof (minimum of four (4) hours), provided by a uniformed guard in connection with maintaining security in a tenant area adjacent to, over or under the premises covered by this approved Application due to work required under this Application during the absence of any representative of that tenant, or the requirement of that tenant that a guard be provided in his area.

5. That the Applicant shall withhold payment to the Contractor of at least ten percent (10%) of the contract cost until the Applicant receives the certificate of completion from the Port Authority indicating that the work has been completed in accordance with the terms and conditions of the Application and that all claims by the Port Authority for services in connection with inspection of the work, hoisting, cleanup, or any other claims deemed appropriate by the Port Authority have been satisfied; and that the Applicant, out of such monies withheld, will have the right and shall compensate the Port Authority for such claims.

   Prior to execution of any agreement between the Applicant and a Contractor, subcontractor, or materialman, the tenant shall submit their name, address and a telephone number. In no case shall the Applicant enter into any agreement for work on the premises with any contractor, subcontractor, or materialman who have not been approved in writing by the Port Authority for such work.

   This Application shall be deemed withdrawn by the Applicant in the event performance of the work covered hereunder has not been commenced within one (1) year after the approval date, as shown in the lower right corner of this Application. In such event, the Applicant shall not commence performance of any work until the Applicant has submitted a new application to the Port Authority for its approval and has received a copy of such Application duly signed in Part Two thereof on behalf of the Port Authority.

   Effective July 1, 1992, the Port Authority will charge fees for the review of Tenant Alteration, or Construction Applications, as per the following schedule, which represents fees similar to those of New York City for filing alteration plans in privately owned buildings.

Construction Dollars	Dollar Value of Fee
Up to $1,000.00	$ 75.00
$1001.00 to $2,000.00	$100.00
$2001.00 to $3,000.00	$120.00
$3001.00 to $4,000.00	$140.00
$4001.00 to $5,000.00	$160.00

In excess of $5,000.00, the fee is $160.00 plus $10.30 per $1,000.00,or fraction thereof above $5,000.00

Initialed:

Applicant: _____ Date: 6/25/98

Contractor: _____ Date: 7/02/98

Adam Nowicki
Linmar Construction

WORLD TRADE CENTER
TENANT CONSTRUCTION OR ALTERATION APPLICATION

Tenant: Keefe, Bruyette & Woods	Lease No.: WT- 2512-B-85
Contract No.: WTC -	*Tenant Alteration Application No.:*
Filing Fee No.:	

Rider "B"

Claims of Third Persons

The contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him by other third party persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay, all such claims lawfully made against them.

If the Contractor fails to pay any such claim lawfully made against him, or any subcontractor of the aforesaid contingencies is likely to arise, then the owner shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the owner may deem ample to assure the payment of such claims and to apply such sums in such manner as the owner may deem proper to satisfy such claims. All sums so applied shall be deducted from the owner's compensation, omission by the owner to withhold out of any payment, final or otherwise, a sum of any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the owner does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the owner to withhold and apply monies, nor any exercise, or attempted exercise of, or omission to exercise, such rights by the owner shall create any obligation of any kind to such materialmen, subcontractors, workmen, or other third persons.

Until actual payment to the Contractor, his right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the owner under this numbered clause

No Port Authority Obligations

No obligations, or liabilities to the Contractor are assumed, or intended to be assumed by the Port Authority

Indemnity

A. The Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, Officers, Agents and Employees, against and from,

   1. The risk of injuries (including wrongful death), or damage direct or consequential, to it or them or to its or their property, arising out of, or in connection with the performance of the work, and,

   2. The risk of claims and demands by third persons, arising, or alleged to arise out of the performance of the work, whether such risks arise out of acts, or omissions of the Contractor, or the Port Authority, or otherwise.

B. If so directed, the Contractor shall at its own expense defend any suit based upon any such claim, or demand (even if such suit, claim, or demand is groundless, false, or fraudulent), and in handling such, it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, Officers, Agents or Employees,the governmental nature of the Port Authority, or the provision of any statues respecting suits against the Port Authority.

Initialed:

Applicant: _____ Date: 6/25/98

Contractor: Adam Nowicki Date: 7/02/98

Adam Nowicki
Linmar Construction

WORLD TRADE C! TER
TENANT CONSTRUCTION OR ALTERATION APPLICATION

Tenant: Keefe, Bruyette & Woods	Lease No.: WT-2512-B-85
Contract No.: WTC -	Tenant Alteration Application No.:
Filing Fee No.:	

Rider "C"

A. General Requirements

1. a) The WTC Project Manager (Planning & Design Division) for this T.A.A. is _____ located at 1WTC, Suite 36 South, Telephone: 212-435-_____

   b) The WTC Supervising Engineer is Mr. Joseph Napolitano located at 1WTC, Suite 88-South, Telephone: 212-435-7285.

2. In case of start of construction via an approved Tenant Alteration Application, or otherwise, it shall be the responsibility of the Tenant, or his Consultant to comply with any additional requirements resulting from Port Authority review.

3. Only the Contractor, whose signature appears on this Application and his sub-contractors, will be permitted to begin work at the construction site after approval of his Certification of Insurance. Any other Contractor who may be required to perform work under this Application will not be permitted to work at the construction site until he provides a separate Certification of Insurance which is approved by the Port Authority.

4. The Contractor shall notify the WTC Supervising Engineer and the Manager of WTC Plant and Structure, or their designated representatives, regarding any request for shutdown of base building utilities which will cause interruption of services in other areas of the building. Such request must be delivered to the Manager of WTC Plant and Structures at least ten (10) working days prior to the requested shutdown and shall be subject to the final approval of the Manager of WTC Plant and Structures.

5. All arrangements for temporary utilities, garbage removal, elevator services, etc., are the responsibility of the Contractor.

6. The Contractor shall at no time overload the freight elevators with his materials. Further, in order not to create an unsafe condition, he shall notify the Port Authority Inspector whenever the weight of the materials will exceed 50% of the capacity of the elevator. In such cases, the Port Authority Inspector will make arrangements to have the elevator maintenance personnel temporarily support the elevator cab to prevent it from being out of level during loading as a result of cable stretch. The Contractor shall reimburse the Port Authority for the cost of WTC Operations maintenance personnel at the rate of $55.00 per hour.

7. The approval of all Shop Drawings is the responsibility of the Tenants Consultants. Approved copies of same shall be submitted to the World Trade Center Project Manager for record purposes.

8. The Contract Drawings duly approved by World Trade Center Planning & Design Division, and Shop Drawings approved by the Tenant's Consultants shall be the only drawings used for construction.

9. All work under this Tenant Alteration Application will be subject to Port Authority inspection to ensure that it is in conformance with approved Contract Drawings, Specifications and Shop Drawings.

e) The Agreement between the Tenant and the Contractor shall provide that the Contractor is approved by the City of New York to perform such maintenance and inspection functions; that the Contractor furnish copies of all periodic tests to the Port Authority Coordinator, Fire Safety Programs; that the Contractor will furnish copies of any renewal agreements at least 15 days prior to expiration and will notify the Port Authority Coordinator, Fire Safety Program, in the event that the Agreement has been canceled.

19. The Contractor shall mark the location of smoke detectors installed above ceilings with colored push-pins on the underside of the ceiling tiles. The pins may be obtained from WTC Operations at the B-2 Level. For smoke detectors located below the raised floors, the Contractor shall mark their locations with distinctive colored push-pins on the ceiling directly above the detectors, or mount on the wall within the room, a partial floor plan showing the raised floor area with dimensioned locations to each smoke detector.

20. It is required that existing demising walls be checked for penetrations and sealed to restore their fire rating. In addition, all existing structural steel fireproofing shall be patched where material is missing, as required by the WTC Supervising Engineer. The materials used for sealing penetrations and patching firepoofing shall be as approved by the Port Authority.

21. It shall be the responsibility of the Tenant's consultant to see to it that the following requirement is met: All electrical work to be performed, including all electrical devices to which, or from which, any electrical connection, or disconnections are to be made, shall be shown on the Electrical Drawings.

22. The Contractor shall remove all electrical devices, including all conduits and wiring specified on the drawings, to be no longer in use.

23. Materials containing PVC will not be permitted in any permanent construction except for carpeting and underlayment.

24. The Tenant's Consultant shall submit for review, and approval by the Port Authority, catalog cuts for all new electrical panels and new circuit breakers which shall indicate that they are U.L. listed. In addition, whenever circuit breakers are to be installed in existing panels, or in panels not made by the circuit breaker manufacturer, such circuit breakers shall be U.L. classified for use in load centers and panel-boards manufactured by others.

25. The Contractor shall not perform any construction, hook-up, demolition, etc., at any location other than within the physical boundaries of he construction site as shown on the Contract Drawings appended to the Tenant Alteration Application. For any work not specifically shown and noted on the approved Contract Drawings and which is outside of the construction site, and the scope of which is part of the approved Tenant Alteration Application, the Contractor shall submit to the WTC Supervising Engineer named herein before the exact routing to be followed in the performance of the Work. The routing shall then be evaluated by the WTC Asbestos Control Section to determine if any asbestos is present and if it might be disturbed.

B. Special Requirements: The following Items, numbers 26 through 36, are not applicable to Communications Systems installations.

26. All permanent lock-sets, keying, etc., must be of the "Corbin" system and must conform with Port Authority requirements regarding stamping and keying of master ring cylinders having the Port Authority key-way. It is required that the Tenant purchase all their cylinders from the Port Authority. The Contractor must contact the World Trade Center Locksmith Shop, Four World Trade Center, 4th Floor. Telephone: 212-435-3182.

27. Induction Units:

a) The Contractor shall thoroughly clean all induction units. removing all dust and debris from plenum chamber. All induction unit thermostats shall be thoroughly checked for proper operation and recalibrated where required. or replaced if not functional. Only thermostats manufactured by Honeywell shall be installed in the peripheral HVAC Systems.

b) The Contractor shall adjust induction unit's performance and remove excessive induction units as required in the contract documents. The Contractor shall be careful in removing the induction units. especially not to damage the piping.

c) It is required that minimum six (6) inches clearance in front of induction unit intake grilles be provided to assure that the induction units can operate properly and delivery their design quantities.

28. Upon completion and testing of the HVAC Systems. four (4) copies of the Balancing Report must be submitted to the WTC Construction Supervising Engineer. One (1) copy shall be sent to the World Trade Center Project Manager. The testing must be performed in the presence of a WTC Construction Inspector.

29. Whenever equipment using condenser water is installed. the Contractor shall submit the following information to the WTC Supervising Engineer.

a) A copy of the Name Plate Data for each A/C unit. including but not limited to the name of manufacturer. Model number. Serial number. and the rated capacity in BTU hour. or tons. This information shall be verified by the WTC Construction Inspector after installation is completed.

b) *Catalog cuts, operating manuals, and/or other documents which describe all the operating* characteristics of each A/C unit.

c) The information requested in the foregoing sub-paragraphs a) and b) of this numbered paragraph must be complied with prior to activating the system.

30. The following signage requirements shall be complied with by the Contactor:

a) All open-ended piping terminating at a Janitor's Service Closet, ie., HVAC condensate drains. sprinkler system drains or other similar drain points. shall have durable signs securely affixed to the piping to identify the source of water by showing Tenant's name and system.

b) All Tenant connections to the World Trade Center condenser water, or similar auxiliary systems shall have durable signs which identify the tenant: tenant floor location and service (supply, or return). These signs shall be clearly visible from the floor level and have black lettering on a safety green background .

c) All Tenant standpipe or sprinkler systems shall have durable signs installed at all flow test connections which instruct the Inspector to notify the WTC Operations Desk at 435-4164 prior to the start of any system tests.

31. Whenever the support system for any suspended ceiling is to be altered or replaced. as a result of any work authorized by this Alteration Application. the Tenant's Architect. or Engineer, whose seal appears thereon. shall provide details of the ceiling support system which conform to the standards set forth in the applicable Section of the New York City Building Codes and in the Port Authority Tenant Construction Review Manual. Where these standards establish different. or conflicting requirements. the more stringent requirement will prevail.

32. Audibility of the Fire Alarm Communications System must be maintained, as required by New York City Building Code Sections 27-972 and 27-975.

    a) A preliminary audibility test of the existing Fire Alarm Communications System shall be done in the presence of WTC Construction Inspector, Fire Safety Engineer, the Contractor and a Tenant representative prior to commencement of any work in the ceiling. If the results of this preliminary test find the audibility unsatisfactory, the Port Authority will take corrective action. If the results are satisfactory, no action is required by the Port Authority. The Port Authority shall receive a written copy of the Test results which are to be submitted to the Fire Safety Engineer.

    b) After construction is completed, and as part of the final inspection, an audibility test must be performed in the presence of a WTC Construction Inspector. If the test results are unsatisfactory, it is then the responsibility of the Contractor to correct the problem with the additional speakers and/or amplifiers, as required.

33. If sprinklers are being installed, four (4) black and whites and one (1) reproducible copy of Shop Drawing(s) and Hydraulic Calculations stamped "Approved" by the Architect/Engineer of Record must be submitted to the WTC Project Manager for approval.

34. The Tenant shall insulate those 17" x 8" supply ducts that are parallel with the North and South exposures in Two World Trade Center, and the East and West exposures in One World Trade Center. A copy of the criteria for this work entitled: "Supply Duct Insulation Specification", dated June 8, 1983, can be obtained from the World Trade Center Planning and Design Project Manager.

35. No Tenant shall connect to World Trade Center base building pneumatic control piping. If pneumatic controls are required, the Tenant shall provide his own compressor.

36. All proposed public corridor signage not being provided by the Port Authority, including door signs, shall be submitted to the WTC Project Manager for review and approval prior to fabrication. Installation of customized signs is only permitted on Flex wood doors.

37. The drawings dated or revised dated, as referred to on the Application form are the only drawings released for construction by the approval of this Tenant Alteration Application. Additional drawings, or the above mentioned drawings with new revision dates are not approved for construction unless approved in writing, which is signed and issued by the WTC Project Manager named herein. No other drawings are permitted to be used on the construction site.

38. Retail tenants shall be responsible for protecting their store fronts with barricades that incorporate the World Trade Center's design standards.

39. Delivery of material to the World Trade Center via the Barclay Street ramp entrance is limited to trucks and trailers not exceeding 11'-9" in height unloaded.

40. The Contractor shall notify the Tenant's Architect/Engineer of Record and the WTC Supervising Engineer of any floor penetrations that are not shown on the contract drawings. Any necessary remedial closing of penetrations shall be as directed and supervised by the Tenant's Architect/Engineer in accordance with the requirements of Item 15 above.

41. Certification by the Registered Architect, or Professional Engineer, whose seal and signature appear on the Tenant Alteration review request shall be submitted to the Port Authority prior to occupancy. Such Certification shall declare that the construction work has been satisfactorily completed for occupancy in accordance with the approved plans and specifications and all jurisdictional building codes. The Registered Architect, or Professional Engineer, referred to herein shall be prohibited from having any association, or other affiliation with the Contractor.

Rider "C"
Chilled/Condenser Water Requirements

42. This Tenant Alteration Application requires the use of:

_____ Chilled Water _____ Tons _____ Condenser Water _____ Tons

43. This Tenant Alteration Application does not require ~~the~~ any additional use of:

__X__ Chilled Water __X__ Condenser Water

D. Additional Requirements Resulting From the Review of Contract Drawings and Specifications by the Port Authority

44. See Attachment "B" for technical details.

Initialed:

Applicant: _____ Date: 6/25/98

Contractor: _____ Date: 7/02/98

Adam Nowicki
Linmar Construction

WORLD TRADE C' TER
TENANT CONSTRUCTION OR ALTERATION APPLICATION

Tenant: Keefe, Bruyette & Woods	Lease No.: WT- 2512-B-85
Contract No.: WTC-	Tenant Alteration Application No.:
Filing Fee No.:	

Rider "F"
General Requirements:

A. 1. The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this Application duly signed in Part Two hereof on behalf of The Port Authority of New York & New Jersey. Upon receipt thereof, the Applicant and Contractor agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, in Part Two hereof, and the terms and conditions set forth on the reverse hereof, and any Riders attached

2. Minimum Insurance Limits, unless specified to be greater, bodily injury $2,000,000.00 each person; $2,000,000.00 each occurrence; property damage $500,000.00 each accident; $500,000.00 aggregate.

Terms and Conditions:

3. The Applicant and Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, Officers, Agents and Employees, against and from:

a) The risk of any and all claims of injuries (including wrongful death), or damage direct, or consequential to it, or them, or to its, or their property, arising out of, or in connection with the performance of the work, and;

b) The risk of claims and demands by third persons arising, or alleged to arise out of the performance of the work, whether such risks arise out of acts, or omissions of the Applicant, its Contractors, the Port Authority, or otherwise, except where indemnity would be precluded by New York State General Obligations Law.

Initialed:

Applicant: _____ Date: 6/25/98

Contractor: _____ Date: 07/02/98

Adam Nowicki
Linmar Construction

RIDER G
FORM G1

APPLICANT OPTION FOR PROFESSIONAL CERTIFICATION AT THE WORLD TRADE CENTER

Applicant's Name: Keefe, Bruyette & Woods	Tenant Alteration:	Application:

Applicant must read the reverse side of this form and sign in the space provided.

By its signature below, Applicant hereby submits this Tenant Alteration Application (hereinafter called the TAA) for Professional Certification at the World Trade Center, and affirm, understand, and agree as follows:

1. Applicant affirms to have met with duly appointed representatives of the Port Authority's (PA) World Trade Department (WTD), have had explained to me and understand the complete TAA process for Tenant construction work when this process is conducted entirely by the PA, as well as when it is conducted under the Professional Certification Program.
2. Applicant affirms to have elected the Professional Certification Program for TAA _____ (write in number), and will direct the retained Registered Architect or Professional Engineer (hereinafter called the Consultant) to familiarize himself/herself with and conform to the requirements of this Rider.
3. Applicant understands that all TAA's submitted under the Professional Certification Program will be reviewed ONLY for compatibility of the Consultant's design with the WTC's existing structure and systems.
4. Applicant understands that under this Program, the Consultant will prepare all the documents necessary for construction, and will be responsible for certifying that the construction documents prepared in connection with TAA _____ (write in number) are in compliance with applicable codes and PA technical standards.
5. Applicant understands that under this Program, the Consultant will also be responsible for certifying that the completed construction work in connection with TAA _____ (write in number) has been performed in accordance with the approved construction documents, and all applicable codes and PA technical standards.
6. Applicant affirms that the Consultant being retained in connection with TAA _____ (write in number) **(circle A or B, as applicable):**

   A. Has been selected from the PA's list of pre-approved consultants provided to me by the WTD.

      The Consultant's name is: Cetra/Ruddy Incorporated.

   B. Is not on the list of pre-approved consultants.

      The Consultant's name is N.A.

      In order to be approved by the PA as eligible for the Professional Certification Program, Applicant will direct the Consultant to submit to the PA, on its letterhead, documentation verifying and/or providing the following:

      i) A current license to practice in New York State.

      ii) That the Consultant has at least five (5) years of experience in the planning and design of office space and has completed at least ten (10) projects totaling in excess of 20,000 square feet constructed in New York City.

      iii) That the Consultant has a current staff appropriate to the size of the job and also shall have available a list of sub-Consultants with whom he/she regularly works, and will identify the number of licensed architects/engineers on his/her staff or the sub-Consultant's staff, and their specific high-rise office alterations experience as it relates to the type and size of the project in the WTC. The Consultant and sub–Consultant shall indicate the credentials, by resume, of all staff to be employed on any WTC project.

      iv) A copy of the Consultant and sub-Consultant's current errors and omissions certificate of insurance, including a 30–day cancellation notice to the PA.

      v) A list of high-rise, office-space alterations previously completed in New York City.The list should include each project's location and owner/lessee of the space, and the owner's/lessee's telephone number.The PA will obtain references on these projects.

      vi) That the Consultant and sub-Consultants shall have demonstrated satisfactory performance on all Port Authority related work.

7. Applicant understands and agrees that each such alteration as described above in 6.B.iii) shall have assigned to it at least one principal of the Consultant and sub-Consultant.

8. Applicant agrees to be responsible for the payment of all filing fees connected with the review of TAA _____ (write in number).

9. Applicant understands that the PA will review the documentation outlined in 6B. above, and within five (5) business days of its receipt will inform the Consultant and Applicant of approval or disapproval for eligibility for the Professional Certification Program.

10. Applicant understands that should the Consultant be disapproved, that all subsequent consultants selected by the Applicant shall be subject to meeting the requirements of item 6 above, and that for each such subsequent consultant the Applicant will be required to submit to the PA a new and completed form G1.

11. Applicant understands that if the TAA filed under the Professional Certification Program is requested to be withdrawn after approval and prior to the beginning of construction of the work in any form, while still requiring the work to be done, that the Applicant must file a new TAA for the same work, through the WTD, which will be reviewed under the standard TAA process. If Applicant again wishes to file the same work under the Professional Certification Program, Applicant must again submit complete plans, approval lists, and all other completed documents required by the Program. APPLICANT WILL BE PERMITTED ONLY ONE SUCH WITHDRAWAL AND RE-APPLICATION.

12. Applicant understands that within each weekly period 20% of all professionally certified TAA's filed with the WTD will be selected for a complete construction document review for compliance with applicable codes and PA technical standards. Such reviews will occur within 30 calendar days of the TAA's receipt by the WTD, and will be in addition to the review described in item 3 above. If this TAA is selected for review, the Consultant and the Applicant will be so informed within five (5) business days of such decision.

13. Applicant understands that the Consultant and Applicant will be informed within five (5) business days of the completion of such review.

14. Applicant understands that should construction work of any kind have been installed which is in conflict with the findings of the PA, that the Applicant will order such work to cease, direct it to be removed and replaced and/or modified to conform with the review's findings. Such change to the construction work will be based on the Consultant's modified construction documents, which will have been reviewed and approved by the PA.

15. Applicant agrees that all construction work in item 14 above shall be performed at the Applicant's expense.

16. Applicant understands that such modified construction documents cannot be filed under the Professional Certification Program, and will be processed under the PA's standard TAA review process.

Keefe, Bruyette & Woods	Guy Woelk	6/25/95
Applicant's Name	Applicant's Duly Authorized Representative (print and sign)	Date
	Guy Woelk EVP + CFO	

RIDER G
FORM G2

CONSULTANT CERTIFICATION FOR TENANT ALTERATIONS AT THE WORLD TRADE CENTER

Consultant's Name: John Cetra, Cetra Ruddy Inc. **Tenant Alteration Application:**

Consultant must read the reverse side of this form and sign in the space provided.

I am the Consultant for Keefe, Bruyette & Woods (Tenant's name), in connection with Tenant Alteration Application (hereinafter called TAA) identified in the title block above, which has been selected for the Professional Certification Program. I have met with the staff of the Port Authority's (PA) World Trade Department (WTD) and have had explained to me the World Trade Center's (WTC) facility-specific technical/design standards, as well as PA wide technical/design standards applicable to the WTC. All such standards will be provided to me in written form at my request.

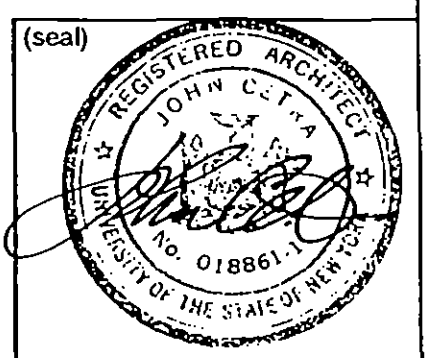
I understand that:

1. All work-types filed under a TAA in this Program must be professionally certified. In instances where multiple work-types are filed by multiple Consultants simultaneously, under one TAA, only one Form G3 is required.
2. Amendments to TAA's which are professionally certified must be professionally certified as well. The PA will determine whether any such filing shall be filed as a new job, and if so, the amendment(s) will receive a new TAA number. If not, the amendment will be considered as part of the original TAA.
3. I will be required to provide the WTD with at least two (2) calendar weeks advance notice as to the date upon which I will submit the construction documents for TAA _____ (fill in number).
4. With the exception described in items 7 and 8 below, once having filed under the Professional Certification Program, the construction documents will be reviewed ONLY for compatibility with the WTC's existing structure and systems.
5. Within five (5) days of my receipt of the findings resulting from such reviews, I will notify the PA in writing as to the actions I intend to take in regard to these findings, and if such actions result in my revising contract documents, I will also provide copies of such documents to the PA.
6. I must include with my submission under this Program, the COMPLETED forms listed below. Form G4 will be submitted at the completion of construction. All forms must be fully signed by the Applicant, the Contractor, or me, as applicable.
   A. Tenant Alteration Application/(Form PA 531/8-73), and its Riders A (revised 9/93), B, C, and F (revised 5/93).
   B. Form G1, the Applicant Option for Professional Certification (completed by the Applicant).
   C. Form G2, Consultant Certification (completed by me).
   D. Form G3, Items Required at Filing with the WTD (completed by me).
   E. Form G4, Items Required Following Construction Completion (completed by me).
7. Within each weekly period, 20% of all professionally certified TAA's filed with the WTD will be selected for a complete construction document review. Such review will occur within 30 calendar days of the TAA's receipt by the WTD and will, in addition to the review described in item 4 above, include review for compliance with applicable codes and with PA technical standards. If this Application is so selected, the Applicant and I will be so informed within five (5) business days of such decision.
8. The Applicant and I will be informed of the findings of such PA reviews as described in item 7 above, within five (5) business days of the completion of the review. Within five (5) days of my receipt of the findings resulting from such reviews, I will notify the PA in writing as to the actions I intend to take in regard to these findings. If such actions result in my revising contract documents, I will also provide copies of such documents to the PA.
9. At the completion of construction in connection with this TAA, I will be responsible for certifying that the construction work has been executed in accordance with the approved construction documents.
10. I shall indemnify and hold harmless the Port Authority, its Commissioners, Officers, Agents, and Employees against and from:
    A. The risk of any and all claims of injuries (including wrongful death), or damage, or direct or consequential, to it or to its property arising out of or in connection with the preparation of the TAA and the construction documents, the inspection of the construction work or the Consultant's certifications;
    B. The risks of claims and demands by third persons arising, or alleged to arise out of the preparation of the TAA and the construction documents, the inspection of the construction work or the Consultant's certifications whether such risks arise out of acts or omissions of the Applicant, its Contractors, the Consultant, the Port Authority or otherwise except where indemnity would be precluded by the New York State General Obligations Law.

CERTIFICATION:

I HAVE READ, UNDERSTOOD, AND CONFORMED WITH ALL THE REQUIREMENTS DESCRIBED ABOVE, AND I HEREBY STATE THAT I HAVE EXERCISED A PROFESSIONAL STANDARD OF CARE IN CERTIFYING THAT THE FILED APPLICATION IS COMPLETE AND IN ACCORDANCE WITH THE APPLICABLE LAWS AND PORT AUTHORITY TECHNICAL STANDARDS. I AM AWARE THAT THE PORT AUTHORITY WILL RELY UPON THE TRUTH AND ACCURACY OF THIS STATEMENT. IF NON-COMPLIANCE IS DISCLOSED, I AGREE TO NOTIFY THE PORT AUTHORITY OF THE REMEDIAL MEASURES WHICH I PROPOSE TO TAKE TO MEET THE REQUIREMENTS OF THE NEW YORK CITY BUILDING CODE AND ITS REFERENCE STANDARDS, THE NEW YORK CITY ELECTRICAL CODE, THE PORT AUTHORITY TECHNICAL STANDARDS, AND ALL APPLICABLE LAWS AND REGULATIONS. I FURTHER AGREE THAT ANY MISREPRESENTATION OR FALSIFICATION OF FACTS MADE KNOWINGLY OR NEGLIGENTLY BY ME, MY AGENTS OR EMPLOYEES, OR ADDITIONALLY, BY OTHERS WITH MY KNOWLEDGE, RENDERS ME LIABLE FOR LEGAL ACTION BY THE PORT AUTHORITY. SUCH MISREPRESENTATION OR FALSIFICATION MAY ALSO RESULT IN TERMINATION OF MY PARTICIPATION IN THE PROFESSIONAL CERTIFICATION PROGRAM AT THE WORLD TRADE CENTER. I ALSO CONSENT TO THE PORT AUTHORITY PROVIDING ANY INFORMATION RELATIVE TO SUCH MISREPRESENTATION OR FALSIFICATION TO ANY AGENCY OR OTHER PERSON OR ENTITY IT DEEMS APPROPRIATE.

(seal)



John Cetra		6-26-98
Consultant's Name	Consultant's Signature	Date

RIDER G
FORM G3

ITEMS REQUIRED AT FILING WITH THE WORLD TRADE DEPARTMENT

Alteration Application:	Applicant's Name: Keefe, Bruyette & Woods
Location: 2 WTC, 85th Floor, Keefe Bruyette & Woods	

The Consultant is required to make a notation of Yes or No to indicate whether or not the item is included.
THIS APPLICATION FOR PROFESSIONAL SELF-CERTIFICATION WILL BE REJECTED IF ANY INFORMATION IS MISSING, INCOMPLETE, OR NOT PROVIDED AS REQUIRED.

Checklist 1: Document

YES	NO	
	X	N.Y.S. Dep't of Env't Conservation
X		Fire Alarm Design approved by Fire Dep't
X		Demolition Drawings
X		Architectural Drawings
X		Egress Analysis Drawings
	X	Structural Drawings
X		Electrical Drawings
X		HVAC Drawings
X		Plumbing Drawings
X		Fire Protection Drawings
X		Cost Estimate for all Trades and Equipment
	X	Hazardous Material (describe below)
X		Other (describe below)

Telecom Dwgs.

Checklist 2: Controlled Inspections

YES	NO	
	X	Welding (27-616)
	X	Aluminum (Table 10-2)
	X	High Strength Bolts (Table 10-2)
	X	Smoke Test (27-868)
X		Fire Stops (27-345)
X		Ventilation Systems (27-779)
	X	Fuel Burning/Storage (27-794)
	X	Refrigeration System (27-781)
	X	Plumbing and Gas Piping Test (27-921)
	X	High Pressure Gas (RS 16-P115.8N)
	X	Sprinkler Test (27-967)
	X	Standpipe Test (27-951)
	X	Fire Alarm Test (27-977)
	X	Emergency Generators (27-794)
	X	Structural Stability (R&REG 10/16/92)
X		Spray on Fireproofing (27-324)
	X	Reinforced Masonry (Table 10-2)
	X	Masonry Units (RS 10-3 3.2)
	X	Concrete (27-603)
	X	Concrete-Precast (27-607)
	X	Concrete Pre-Stressed (27-607)
	X	Concrete Design Mix (27-605)
	X	Concrete Test Cylinders (27-607A(1)
	X	Other (describe below)

NOTES

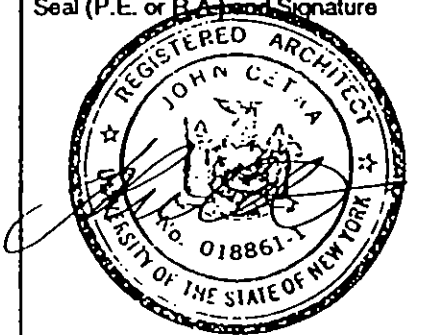
1. The Consultant is required to provide a complete list of drawings, their titles, drawing numbers and date of completion. The list must be on the Consultant's letterhead, must also include all other documents necessary for the proposed design, be signed by the Consultant and attached to this form.

2. The Consultant must describe his/her proposed remediation to any disclosed code non-conformance. Such description must be on the Consultant's letterhead, signed by the Consultant, and attached to this form.

3. Should the Consultant require additional space to complete either the "Other" or "Hazardous Material" categories, he/she must provide such information on his/her letterhead and attach it to this form.

Consultant Name and Address
J. Cetra Cetra/Ruddy Inc.
584 Broadway, Suite 401
New York, NY 10012

Seal (P.E. or R.A.) and Signature



Date: 6.26.98

101895

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 3-31-98

PRODUCER

ALBERT PALANCIA AGENCY INC
116 MAMARONECK AVE POBOX 26
MAMARONECK NEW YORK 10543-0026
914-698-1373/FAX914-698-0125

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMA ONLY AND CONFERS NO RIGHTS UPON THE CERTIFIC HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEN ALTER THE COVERAGE AFFORDED BY THE POLICIES BE

INSURED

Linmar Construction Corp
50 West 17th Street
New York,NY 10011

COMPANIES AFFORDING COVERAGE

COMPANY	
A	Reliance National Indemnity Co
B	RLI Insurance Co
C	State Insurance Fund
D	Amalgamated Life Ins co

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLI INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO W CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL T EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT	NG1175-5613-00	4-1-98	4-1-99	GENERAL AGGREGATE	$2,000,000
					PRODUCTS - COMP/OP AGG	$2,000,000
					PERSONAL & ADV INJURY	$1,000,000
					EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ 5,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	B-970401	4-1-98	4-1-99	COMBINED SINGLE LIMIT	$1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
B	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	B-970401	4-1-98	4-1-99	EACH OCCURRENCE	$5,000,000
					AGGREGATE	$5,000,000
						$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL	1143 281-2	4-1-98	4-1-99	WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$100,000
					EL DISEASE - POLICY LIMIT	$500,000
					EL DISEASE - EA EMPLOYEE	$100,000
D	OTHER DISABILITY	274A57	5-1-97 5-1-98	5-1-98 5-1-99	STATUTORY	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ALL OPERATIONS IN NYS. Additional insured: Manager of Tenant and Technical Services Division, World Trade Department, The Port Authority of New York and New Jersey.

ENGINEERING DEPT QUALITY ASSURANCE DIV.
DESIGN STANDARDS
INC 98-283 (1)
JUL 21 1998
RECEIVED

CERTIFICATE HOLDER

Manager of Tenant and Technical Services Division, World Trade Department.
The Port Authority of New York and New Jersey.
One World Trade Center, Suite 36 South
New York, NY 10048

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

OFFICE COPY

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Quality Assurance Division

Design Standards

TAA No. _____ Charge Code: _____

Tenant: _____

REVIEW STATUS

Submission No. & Date	Response To	Coordinator's Initial	Memo Date	Approval Date	Facility Rider	Outstanding Comments	Remarks/Status	DWG Loc
SELF CERTIFIED -- NOT AUT								

WC98-2183 - KEEFE BRUYETTE
AND WOODS - OFFICE EXPANSION

2 WTC 85 FL